

**CRP-1E Addendum**

(10-09-03)

**U.S. DEPARTMENT OF AGRICULTURE**

Commodity Credit Corporation

**ADDENDUM REGARDING POSSESSION OF CONSERVATION RESERVE PROGRAM (CRP)  
PROPERTY HELD BY FEDERAL AGENCY**

**NOTE:** The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). The authority for requesting the following information is Food and Security Act of 1985, P.L. 99-198, and the regulations promulgated thereunder (7 CFR Part 704) and the Internal Revenue Code (26 USC 6109). The information will be used to consider and process the offer to enter into a Special Conservation Enhancement Program to assist in determining eligibility, and to determine the correct parties to the contract. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

1. The parties to this Addendum are the undersigned participants in the CRP contract No. \_\_\_\_\_ and the Commodity Credit Corporation ("CCC").

2. The parties state and agree:

The property which is the subject of the above-identified CRP contract (hereinafter "the contract") is now held by

(a) \_\_\_\_\_ (agency) (hereinafter "the acquiring agency") of the Department of

(b) \_\_\_\_\_ which has acquired the property by foreclosure or otherwise and which is in control of the property.

3. As the acquiring agency is not and cannot be a party to the contract by succession or otherwise, the contract is terminable by the CCC. However, it is agreed by the parties to this addendum that:

(a) Except as specified in paragraph (c), no further payment shall be made to the undersigned CRP participants (hereinafter "the participants") under the contract by the CCC. However, no claim for a refund of payments previously made or for liquidated damages as would accrue to CCC under the contract in cases of contract terminations will be established by the CCC against the participants so long as the land which is the subject of the contract is maintained, through the termination date of the original contract, in full compliance with the conservation requirements of the contract including, but not limited to, requirements relating to the maintenance of the permanent cover crop and the prohibition against the production of crops on the property. In the event that for any reason the property is not maintained in accordance with those requirements, CCC may terminate the contract, may establish a claim against the participants, may collect all sums provided in the contract, and may pursue any and all other remedies provided for in favor of CCC under the contract.

(b) The acquiring agency may sell or otherwise transfer ownership and control of the property to a party who is eligible to succeed to the contract and such buyer may, at such buyer's option, succeed to the contract. In the event of such a succession, the participants will be relieved of liability for any failure to comply with the conservation practices of the contract, absent collusion on the part of the participants.

(c) To the extent that the current operator of the property or producer on the property is one of the participants and continues to be the operator on the property or producer on the property even though ownership of the property is now held by the acquiring agency, such person may continue to receive payments provided for in the contract so long as the property is maintained in accordance with the terms of the contract, such person continues to be the operator of the property, ownership of the property remains with the acquiring agency, and the acquiring agency, subject to CCC approval, notifies CCC that it wishes to exercise that option.

(d) The participants hereby waive any defenses which they may have, now or later, under any statute of limitations to any claim made by CCC under the contract.

**It is so agreed and understood.**

4A. Signature of CRP Participant	4B. Date (MM-DD-YYYY)	4C. Address of CRP Participant
5A. Signature of Commodity Credit Corporation's Representative	5B. Date (MM-DD-YYYY)	5C. Title of CCC's Representative
<b><i>The undersigned federal agency acknowledges the accuracy of the representations set forth above.</i></b>		
6A. Signature of Commodity Credit Corporation's Representative	6B. Date (MM-DD-YYYY)	6C. Agency's Name and Address